

## CONTRACT AGREEMENT

**CONTRACT AGREEMENT** by and between **ECOLOGY AND ENVIRONMENT, INC.**, a New York Corporation, with offices at 368 Pleasant View Drive, Lancaster, New York, 14086 (hereinafter "E & E"), and **CITY OF NEWPORT POLICE DEPARTMENT**, (hereinafter "Client") with offices at 169 SW Coast Highway, Newport, Oregon, 97365.

**IN CONSIDERATION OF** the mutual covenants, promises, conditions, and terms to be kept and performed, the parties hereto agree as follows:

1. **TERM.** This contract will terminate upon completion of the work.
2. **INDEPENDENT CONTRACTOR.** It is understood and agreed that E & E shall be an independent contractor and shall be responsible for all material, equipment, and contracted services.
3. **SCOPE OF WORK.** The work to be performed is set forth in E & E's proposal dated November 11, 2015, which is attached as Exhibit 1.
4. **DELIVERY OF PROJECT INFORMATION.** E & E and all subcontractors, if any, shall promptly deliver to the Client, upon request or upon work completion, all original project information provided or developed pursuant to this Agreement. It is agreed that E & E may retain a copy of the project report for documentation purposes.
5. **PROHIBITION AGAINST SUBCONTRACTING.** Except as specified in the Scope of Work above, E & E shall not subcontract work to be performed under this Agreement in excess of the lesser of \$10,000 or 10% of the estimated contract amount without the written approval of Client.
6. **CONFIDENTIALITY.** To the extent that, in connection with this Agreement, E & E comes into possession of any proprietary or confidential information of the Client, E & E will not disclose such information to any third party without the Client's consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by E & E in breach hereof, (ii) is disclosed by the Client to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to E & E on a nonconfidential basis from a source other than the Client which E & E believes is not prohibited from disclosing such information to E & E by obligation to the Client, (iv) is known by E & E prior to its receipt from the Client without any obligation of confidentiality with respect thereto, or (v) is developed by E & E independently of any disclosures made by the Client to E & E of such information.
7. **CONTRACT COMPENSATION.** Client shall pay E & E for the services specified in Scope of Work the fixed price of \$16,000.

Invoices shall be submitted by E & E on a monthly basis based on a percent of completion.  
Payment terms are net 30 days. Late payments will be assessed a 1% per month carrying charge.

Without limiting its rights or remedies, E & E shall have the right to halt or terminate its services entirely if payment is not received within (30) days of the invoice date.

8. **INFORMATION AND DATA.** E & E shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that Client and its representatives provide to E & E. All assumptions, representation, information and data to be supplied by Client and its representatives will be complete and accurate to the best of Client's knowledge. E & E may use information and data furnished by others; however, E & E shall not be responsible for, and E & E shall provide no assurance regarding, the accuracy of any such information or data.
9. **COLLATERAL EFFORTS.** If the Client or others require E & E, either during or subsequent to the work, to provide information, testimony or undertake other activities as part of legal or regulatory proceedings arising from the work conducted under this contract, then Client will reimburse E & E for its labor and expenses at its standard commercial rates then in effect.
10. **AUDIT.** The Client shall, at its own expense, have the right to examine and audit all of E & E's and/or any subcontractor's billings and all of the backup support data for those billings at the offices of E & E and subcontractors.
11. **COMMUNICATIONS.** All notices and other communication under this Agreement shall be deemed effectively made or given if written and delivered to the parties at the addresses specified below.

A. With respect to E & E Contract  
Administration:

Contracts Department  
Ecology and Environment, Inc.  
368 Pleasant View Drive  
Lancaster, New York 14086  
Tel: 716-684-8060  
Fax: 716-684-0844  
Email: [contracts@ene.com](mailto:contracts@ene.com)

B. With respect E & E Technical:

M. Lieuallen  
Ecology and Environment, Inc.  
333 SW Fifth Avenue, Suite 600  
Portland, Oregon 97204  
Tel: 503-248-5300  
Fax: 503-248-5577  
Email: [mlieuallen@ene.com](mailto:mlieuallen@ene.com)

C. With respect to Client:

Lieutenant Jason Malloy  
City of Newport Police Department  
169 SW Coast Highway  
Newport, Oregon, 97365  
Tel:  
Fax:  
Email: [jmalloy@newportpolice.net](mailto:jmalloy@newportpolice.net)

12. **INSURANCE.** It is agreed that E & E shall maintain, at a minimum, during the work, the following insurance coverage:
- A. Workmen's Compensation and Employer's Liability insurance coverage in accordance with statutory requirements.
  - B. Commercial General Liability insurance covering bodily injury and broad form property damage in an amount of \$3,000,000 per occurrence, \$3,000,000 aggregate.
  - C. Comprehensive Automobile Liability insurance extending to owned and non-owned and hired automobiles in an amount of \$1,000,000 combined single limit.
  - D. Professional Liability insurance in the amount of \$11,000,000, less deductible of \$500,000.
  - E. Excess liability - umbrella form \$15,000,000.
13. **LIMITATION ON DAMAGES.** The Client agrees that E & E and its personnel shall not be liable to the Client for any claims, liabilities, or expenses relating to this agreement for an aggregate amount in excess of the fees paid by the Client to E & E pursuant to this agreement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of E & E. In no event shall either party or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this agreement. The provisions of this Paragraph shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. In circumstances where all or any portion of the provisions of this Paragraph are finally judicially determined to be unavailable, E & E's aggregate liability for any claims, liabilities, or expenses relating to this agreement shall not exceed an amount which is proportional to the relative fault that E & E conduct bears to all other conduct giving rise to such claims, liabilities, or expenses.
14. **THIRD PARTIES AND INTERNAL USE.** Except as otherwise agreed, all services hereunder shall be solely for the Client's internal purposes and use, and this agreement does not create privity between E & E and any person or party other than Client ("third party"). This paragraph is intended to ensure that E & E is not in legal privity with any person or entity other than Client.
15. **LAWSUITS.** In the event that this contractual relationship gives rise to legal disputes between the parties and the parties cannot agree on arbitration, both agree to the following:
- A. The governing law and venue will be that of the state of Oregon, County of Lincoln; and
  - B. The loser will pay all court costs and the reasonable legal fees of the winner of an adjudicated dispute.
16. **TERMINATION.** This Agreement may be terminated without penalty by E & E or Client at any time upon at least 10 calendar day's notice. E & E shall be entitled to payment of its fees and

reimbursement of expenses incurred through the date of termination including demobilization costs, if any.

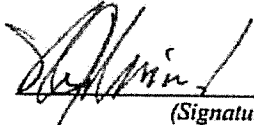
17. **ENTIRE AGREEMENT.** It is understood that the foregoing represents the entire agreement between the parties and any modification to the Contract Agreement must be agreed upon in writing by the signatories or their authorized representatives.

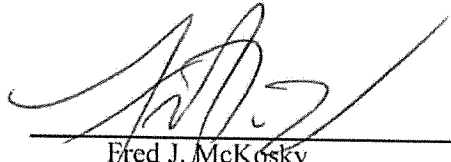
**IN WITNESS WHEREOF**, the parties have made and entered into this Agreement as of the day and year last executed by either party as indicated below:

**AGREED TO AND ACCEPTED:**

**CITY OF NEWPORT POLICE DEPT.**

**ECOLOGY AND ENVIRONMENT, INC.**

By:   
(Signature)

By:   
Fred J. McKosky  
Chief Operating Officer

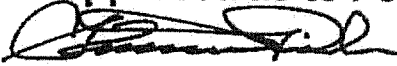
Name: MARK J. MIRANDA  
(Please Print)

Title: CHIEF OF POLICE

Date: 2-3-16

Date: 02-03-2016

**Approved as to Form**

  
1-28-16  
City Attorney

## EXHIBIT 1



### ecology and environment, inc.

Global Environmental Specialists

333 SW Fifth Avenue, Suite 600  
Portland, Oregon 97204  
Tel. (503) 248-5600, Fax: (503) 248-5577

November 11, 2015

Lieutenant Jason Malloy  
City of Newport Police Department  
169 SW Coast Highway  
Newport, Oregon, 97365

{Submitted via email [JMalloy@newportpolice.net](mailto:JMalloy@newportpolice.net)}

#### **Re: Proposal to Update the City of Newport Emergency Operations Plan**

Dear Lt. Malloy:

Thank you for your continued interest in Ecology and Environment, Inc. (E & E). We welcome the opportunity to provide you with a proposal to update the City of Newport Emergency Operations Plan (EOP).

#### **UNDERSTANDING**

Based upon your email and our phone conversation on November 4, we understand that the City of Newport is seeking a basic update of its EOP to bring the plan in line with the recently updated Lincoln County EOP, the most current state plan format, and the latest federal planning requirements.

#### **EXPERIENCE**

E & E is uniquely suited to perform this work for the City based on the qualifications outlined below.

- **Ongoing emergency operations planning experience:** E & E has been helping the State of Oregon develop and update its EOPs for cities and counties throughout the state since 2006. This includes development of the current version of the City of Newport EOP and the latest update of the Lincoln County EOP.
- **Local relationships and experience:** E & E has an existing relationship with the City of Newport and Lincoln County stakeholders, including familiarity with existing City and County emergency plans, which will help us to create a more informed and efficient planning process.
- **Local project team:** Our Portland-based project team ensures that the City will receive the highest level of responsiveness and customer service. While maintaining close local contact and relationships with the City of Newport and Lincoln County, E & E is able to draw on a nationwide team of emergency management professionals to provide emergency planning services.

## SCOPE OF WORK

The following scope of work is based upon our understanding of your goals and available resources. It includes a description of project tasks, deliverables, and assumptions.

### Task 1: Project Coordination

#### Project Kickoff Workshop

E & E project staff will travel to Newport to meet with project stakeholders to introduce the project team, discuss information needs and plan considerations, and refine project scope and timeline.

#### Project Management and Communication

Project management is an ongoing task that will be the primary responsibility of our assigned project manager. Using a collaborative and consistent approach to communication, we will develop strong coordination with the City project manager and other support staff.

### Task 1: Project Coordination

Activities	Deliverables	Personnel Assigned	Assumptions
<ul style="list-style-type: none"><li>▪ Kickoff meeting</li><li>▪ Project coordination (throughout the life of the project)</li></ul>	<ul style="list-style-type: none"><li>▪ Kickoff meeting materials (including agenda, PowerPoint, and other handouts as appropriate)</li><li>▪ Kickoff meeting report</li></ul>	<p><b>Project Manager:</b></p> <ul style="list-style-type: none"><li>▪ Shawna Mantey</li></ul> <p><b>Project Director:</b></p> <ul style="list-style-type: none"><li>▪ Matthew Lieuallen</li></ul> <p><b>Technical Leads:</b></p> <ul style="list-style-type: none"><li>▪ Zane Beall, Emergency Planner</li></ul>	<ul style="list-style-type: none"><li>▪ The City will be responsible for coordinating the meeting venue and inviting attendees</li><li>▪ Project costs assume mileage for project staff to travel to Newport</li><li>▪ Project costs assume hotel stay for one night</li><li>▪ The report will be provided electronically</li></ul>

### Task 2: Plan Development

#### Draft Development

E & E will update the City EOP to reflect the proposed table of contents and to address any planning gaps identified in the Kickoff Meeting Report. In particular, E & E will work with the City of Newport to streamline the document and ensure that it is consistent with other statewide EOPs.

#### Plan Workshop

After adequate time for review of the draft plan, E & E project staff will travel to Newport to conduct a plan review workshop on the updated EOP. The goal of the workshop will be to review any comments on the draft plan and address any outstanding questions.

### Final Plan Development

After the planning workshop, E & E will incorporate all comments into a final draft EOP. The final draft will be thoroughly edited and proofed to ensure a polished and professional final deliverable. Our graphics team will also develop a cover for the plan. The final draft will be submitted to the City for final review and approval. Once approved, E & E will produce three hard copies of the plan and will also provide the Word and PDF files on CD.

### Task 2: Plan Development

Activities	Deliverables	Personnel Assigned	Assumptions
<ul style="list-style-type: none"><li>▪ Draft plan development</li><li>▪ Plan workshop</li><li>▪ Final plan and production</li></ul>	<ul style="list-style-type: none"><li>▪ Updated Draft City EOP</li><li>▪ Plan Workshop materials (including agenda, PowerPoint, and other handouts as appropriate)</li><li>▪ Final City EOP (three hard copies, CD with Word and PDF files)</li></ul>	<p><b>Project Manager:</b></p> <ul style="list-style-type: none"><li>▪ Shawna Mantey</li></ul> <p><b>Project Director:</b></p> <ul style="list-style-type: none"><li>▪ Matthew Lieuallen</li></ul> <p><b>Technical Leads:</b></p> <ul style="list-style-type: none"><li>▪ Zane Beall, Emergency Planner</li></ul>	<ul style="list-style-type: none"><li>▪ The City will be responsible for coordinating the meeting venue and inviting attendees</li><li>▪ Project costs assume mileage for project staff to travel to Newport</li><li>▪ Project costs assume hotel stay for one night</li><li>▪ The draft documents will be provided electronically</li><li>▪ All final comments will be provided within a reasonable time after the planning workshop</li></ul>

### PROJECT SCHEDULE

We anticipate that all work described above will be complete within eight months of the project's kickoff.

- **Project kickoff** – Within one month of contract completion
- **Draft development** – Months 2-3
- **Client Review and comment** – Month 4
- **Draft work sessions** – Month 5
- **Revised draft development** – Month 6
- **Client review and comment** – Month 7
- **Plan finalization** – Month 8

## PROJECT TEAM



**Location:**  
Portland, OR

### **Shawna Mantey, Project Manager**

Ms. Mantey will provide day-to-day liaison with the City's project manager to ensure the work's technical quality and keep the project on time and within budget. She will help the City define and prioritize emergency operation planning goals for inclusion in the plans. With 14 years of professional experience, Ms. Mantey provides emergency planning support for E & E projects spanning all phases of emergency management, including mitigation planning, evacuation planning, and exercise design. She is a subject matter expert on development of EOPs and is experienced in project management, client outreach, and meeting facilitation.

#### **Project Highlights:**

- Deputy project manager for E & E's program supporting the Oregon Office of Emergency Management for the development of EOPs for all 36 Oregon counties and a growing number of tribes and cities
- Project manager for the **Disaster Preparedness Program** in Portland, Oregon for REACH Community Development, Inc., which included development of 31 facility-specific preparedness plans
- For the Jamestown S'Klallam Tribe, managed E & E's development of an updated **hazard vulnerability analysis**, an emergency management strategic plan, and a disaster preparedness plan that reflected the unique characteristics of the tribal community



**Location:**  
Portland, OR

### **Matthew Lieuallen, Project Director/Technical Lead**

Mr. Lieuallen will provide overarching technical review of all plan documents and provide quality control support. He will be available to support the project manager, Shawna, in both process and contract management.

With 11 years of professional experience, Mr. Lieuallen provides emergency planning, environmental planning, and legal analysis support for E & E projects nationwide. His emergency planning and management experience spans all phases of emergency operations, program assessment, hazard assessment and mitigation, public health and medical facilities/programs, hazardous materials, communications and public information, continuity of operations (COOP), transportation and evacuation, and critical infrastructure protection. He is skilled in crafting innovative solutions to enhance clients' emergency management programs with a focus on increasing community resiliency, and he has been involved in development of numerous training and exercise programs. Fully trained in both National Incident Management System (NIMS) and Incident Command System (ICS), Mr. Lieuallen has also completed train-the-trainer programs for COOP management and Homeland Security Exercise and Evaluation Program (HSEEP).

#### **Project Highlights:**

- Project manager and lead planner for the Oregon Statewide EOP, involving development of emergency plans for 36 counties, 9 tribes, and 100+ cities
- Project manager for multiple statewide projects in Nevada, including the Evacuation, Mass Care, and Sheltering and Emergency Warning and Public



Information planning efforts

- Project manager for development of the Portland Metropolitan Region Disaster Debris Management Framework



Location:  
Portland, OR

**Zane Beall, Emergency Planner**

Mr. Beall will serve as an emergency planner supporting development of the City's EOPs. With two years of professional experience, Mr. Beall provides emergency planning support for E & E projects spanning all phases of emergency management, including mitigation planning, evacuation planning, and exercise design. He is experienced in the development of EOPs, resiliency planning, and restoration of natural systems.

**Project Highlights:**

- Facilitated initial flood management planning and assessment for City of Bellevue, as well as assisting with public outreach and restoration projects
- Program manager for capacity-building of American Red Cross chapter on the Olympic Peninsula, which included training and recruitment of volunteer base, as well as expanding mutual aid agreements, and public-private partnerships
- Project manager for update to Clallam County Emergency Preparedness Guide; facilitated relationships with local stakeholders, and led design and implementation phases of plan

**PROPOSED COST**

E & E's firm-fixed price to perform the scope of work as described above is \$16,000. This will provide what E & E considers a complete level of service based upon our knowledge of the City's stated objectives. The following table breaks our estimated cost out by task:

Task	Cost
Task 1: Project Coordination	\$4,600
Task 2: Plan Development	\$11,400
Total	\$16,000

**BILLING**

E & E will invoice monthly on a percentage-of-completion basis. Payment terms are net 30 days. Invoices will contain a description of work performed during the invoice period.

Lt. Jason Malloy  
November 11, 2015  
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We welcome the opportunity to continue to provide quality emergency planning services to the City. If you have any questions regarding this quote or would like further information regarding our company's background and relevant experience, please do not hesitate to contact me at (503) 248-5600, ex: 4639 or by email at [smantey@ene.com](mailto:smantey@ene.com).

Sincerely;

ECOLOGY AND ENVIRONMENT, INC

A handwritten signature in cursive script that reads "Shawna Mantey". The signature is written in dark ink and is positioned above the printed name.

Shawna Mantey

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